

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
KNOXVILLE DIVISION

ARNOLD BROWN,

Plaintiff,

vs.

NORFOLK SOUTHERN RAILWAY
COMPANY,

Defendant.

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No.: 3:18-CV-00205
Jury Trial Demanded

PROTECTIVE ORDER

Plaintiff Arnold Brown (“Plaintiff”) has requested a copy of the RailView® video data of the incident in suit from Defendant Norfolk Southern Railway Company (“Norfolk Southern”). Norfolk Southern has agreed to produce the requested RailView® data following the entry of this Protective Order. For the protection against the unauthorized disclosure or improper use of the RailView® data and to protect the confidential nature thereof, it is therefore ORDERED by the Court that the RailView® data furnished by Norfolk Southern to the Plaintiff and to his experts, consultants or attorneys shall be carefully and scrupulously maintained in the following manner:

1. The use of the RailView® data, documents or copies thereof furnished by Norfolk Southern to any party herein or their attorneys is governed by this Protective Order;
2. If the RailView® data and documents are reproduced in any form or manner, each copy or portion of a copy thereof shall be numbered, and Norfolk Southern shall be notified of the number of copies made at the conclusion of this litigation. The original and all such copies shall be returned to Norfolk Southern at the conclusion of this litigation;

3. Neither the RailView® data, documents, nor information contained therein, may be produced to persons other than the Court and its personnel, the Parties, their counsel of record, and experts, and with regard to their experts, only to the extent necessary and relevant to the topic on which the expert is consulted;
4. The Parties herein, their attorneys, and all experts to whom the RailView® data, software, documents and/or information derived therefrom is produced, shall, before obtaining access thereto, be shown and read a copy of this Order and shall agree to be bound by the terms hereof and to submit to this Court's jurisdiction for the purpose of enforcement or compliance herewith by signing their name(s) to the attached signature page of the photocopy of this Order. Further, any person provided a copy of the RailView® data or documents shall, before being provided a copy, sign their name to the attached signature page of the photocopy of this Order, and by doing so they shall agree to be bound by the terms hereof and to submit to this Court's jurisdiction for the purpose of enforcement or compliance herewith except for when use is in a deposition, hearing, trial or other court proceeding. Counsel for the Plaintiff shall provide Norfolk Southern with a copy of the Order showing the signatures of all persons to whom copies of the documents, data and information have been provided at the conclusion of the litigation. For good cause shown, and, if necessary, to enforce the terms of this Order, the Court may order disclosure of the signature page prior to conclusion of the litigation.
5. This Order and nothing contained in this Order prevents any party from using the RailView® data and documents during this litigation as part of deposition or other witness examination or in hearings or at the trial of this matter. Should RailView® data and documents be used as part of witness examination, whether in deposition, hearing, trial or

otherwise, the party using the RailView® data, software, documents and information shall not be required to obtain witness(es)'s signature or agreement to be bound by the confidentiality provisions contained herein. If the RailView® is used by either party in a deposition and/or a hearing or as part of a witnesses' examination, the RailView® will not be videoed by the videographer videoing the deposition or a witness examination nor shall a copy of the software be made except to the extent that Norfolk Southern Railway Company uses its license to provide members of the judiciary the subject RailView® data and viewer. Norfolk Southern Railway Company's counsel shall bring to a witness deposition or examination one CD, containing the RailView® data and viewer, and said one CD, containing the RailView® data and viewer, may be marked as an Exhibit to the deposition or examination to be used as evidence in the remainder of the litigation. The marked CD, containing the RailView® data and viewer, shall be retained by counsel for Norfolk Southern Railway Company to be used as evidence in the remainder of the litigation, with Norfolk Southern Railway Company agreeing to bring the marked RailView® to any deposition, hearing, or trial. Should the RailView® data/images be used at the trial of this matter, subject to applicable law, the Court's procedures, and the applicable rules of the Court, it shall then be treated as any other piece of evidence.

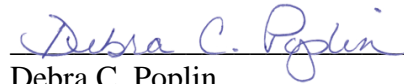
6. The RailView® data, software, documents and information derived therefrom shall not be used by or under the authority of any person or party receiving the same for any business or competitive purpose and shall be used for purposes of this litigation only and shall not be released to any other person, attorney or expert for use in any other litigation or for any other reason. Notwithstanding any other provision of this agreement and even if the RailView® data becomes part of the Court's record accessible by the public, neither party may use the

RailView® recording in any manner unrelated to this litigation and may not post the recording to any website or social media site, without the prior written permission of all parties to the litigation.

7. Upon final determination or resolution of this action, the RailView® data and documents (and all copies) shall be promptly returned to counsel for Norfolk Southern, subject to Court rules and procedures regarding evidence in the record.

IT IS SO ORDERED.

ENTER:



Debra C. Poplin
United States Magistrate Judge

SIGNATURES PURSUANT TO PARAGRAPH 4

NAME

FIRM

DATE
